BENGALURU METROPOLITAN TRANSPORT CORPORATION
Traffic Commercial Department, Central Office, 2nd Floor,Shanthinagar, Bengaluru-27.

Tender Terms & Conditions For running two, three & four wheeler Parking Lot at Various Bus Stations of BMTC.

TENDER NOTIFICATION No. 31/2024-25
(Through E –PROCUREMENT)

1. **Tender Notification & Mode of Submission of Tenders/bids**:

   a. The Tender/Bids shall be submitted through e-procurement portal only. (http://kppp.karnataka.gov.in.)
   b. Tenderers need to register with the e-procurement portal to submit their bids online. The tender document can be viewed free of cost from the e-procurement portal.
   c. Tender processing fee & EMD will be accepted only in the form of electronic cash (not through DD or bank guarantee). Entire EMD amount shall be paid in a single transaction in e-portal
   d. Each bidder shall submit only one tender / Bid for tender.
   e. Corrigendum, modification, corrections if any will be published in the website only(e-portal)
   f. Deadline for submission of tenders / Bids may be extended to give the prospective bidders reasonable time to take into consideration of the addendum.
   g. The selection will be on the basis of highest rates quoted per month including GST.
   h. Tenders / Bids shall remain valid for a period of 180 days after the deadline date for tender submission. The Tenderer shall not withdraws or revise the Tender during this period. In case any tenderer reviews or withdraw his tender during this period, the amount paid by the bidder (EMD/SECURITY DEPOSIT) shall be forfeited in addition to other remedies open to the Corporation in respect of the loss which may be caused due to such withdrawal of alteration.

2. The License fee shall be including of the GST & Corporation Tax. All statutory liabilities and other taxes, duties levies and penalties, if any payable to Central Government, State Government, Local body/authorities etc., shall be borne by the licensee. It is the responsibility of the licensee to obtain necessary permission from local bodies.

3. **Period of License:** The period of License is **03(three) years** from the effective date on signing the agreement and extendable by 01 (One) year on mutual acceptance.

4. **Mode of Selection:**
   a. The selection will be on the basis of highest rates quoted per month as per Annexure (including taxes). The bidder shall quote his/her offer per month including taxes.

b. The bidder should attach all the scanned documents in the E-Portal only. No physical documents shall be considered.(Scanned copies should be visible and should have clarity). No documents shall be accepted in person manually and the bidder shall confirm for uploading of all the documents.
c. BMTC reserves right to increase or decrease the Parking space. The area notified in the tender is only an indicative. The rent chargeable is on the actual measured area and will be jointly measured by BMTC Civil Dept and successful bidder.
d. The Successful bidder shall produce all the original documents/certificates uploaded in e-portal at the time of tender only and any documents other than uploaded in e-portal will not be accepted/ considered.

e. **The bidder shall upload the scanned copies of the following documents:-**

i. ID Proof with Photo.
ii. Proof of Address.
Iii.PAN Card & Aadhaar Card
iv. GST Registration Certificate.

f. The non-compliance of the conditions of at 4(e) by the bidder will entitle the corporation to reject the tender.
g. The Successful bidder shall be issued with allotment letter as per the existing norms of the Corporation. The selected bidder has to execute the license agreement as per the Karnataka Stamp Act on payment of stamp duty at their own cost.
h. BMTC reserves the right to accept or reject any offer without assigning any reasons thereof. Conditional tenders will be rejected summarily.
i. The successful bidder shall submit the original copies of the documents as detailed in Para. 4(e) for verification before entering into an agreement.

5. EMD & Security Deposit :

a. EMD/tender processing fee shall be paid in the E-Procurement portal through NEFT/RTGS only.
b. The EMD do not carry any interest. The Earnest Money deposit furnished by the bidder will be forfeited in the event of the bidder withdrawing the tender at any time before acceptance. The EMD of the successful tenderer will be adjusted towards the SD and will be refunded only after completion of the License period.
c. The EMD of the successful licensee will be adjusted towards security deposit. The selected licensee shall remit balance security deposit & enter into agreement within 21 days (including holidays) from the date of issue of allotment letter, failing which, Earnest Money Deposit will be forfeited and allotment will be cancelled by duly black listing the licensee and the licensee will not be permitted to participate in any of the tenders of BMTC for a period of three (3) years from the date of such black listing.
d. Earnest Money deposit of the bidders will stand forfeited by black listing the bidder for a period of 3 years in case:
    i. Withdraws the tender after opening of the tender or during the validity period of the tender.
    ii. Makes false representations with regard to the eligibility criteria.

iii. Fails to keep up to commitments made in the bid.
iv. Submits more than 1 bid in the same name.
v. Fails to furnish the required security deposit within the specified time limit.
vi. Withdraws or amends tender or derogates the tender in any aspects in such case, the Earnest Money Deposit will be forfeited.

e. The previous earnest money submitted in connection with any other tender will not be adjusted towards the present tender.

f. **Security Deposit:**

I. Security Deposit amount shall be 06(Six) times of per month License Fee quoted by the Licensee. 50% of Security deposit to be paid online and remaining Security deposit to be submitted in the form of Bank Guarantee. The Licensee can deposit the Security Deposit amount through online payment methods like NEFT/ RTGS in favour of the Chief Accounts Officer, BMTC payable at Bengaluru.
II. The licensee shall remit security deposit and enter into agreement within 21 days (including holidays)of his selection as the successful bidder on payment of requisite stamp duty at his own cost as per Karnataka stamp Act.
III. Additional security deposit by way of DD will have to be remitted by the licensee for the annual escalation in the license fee.
IV. The security deposit would be refunded to the bidder after the successful completion of the contract after recovering all the charges/dues payable to the BMTC by the bidder.
V. In case of any shortfall legal proceedings will be initiated to recover such shortfall from the bidder.
VI. No interest will be paid on EMD/Security Deposit or any other deposits.

6. Mode of Payment of License fee:

a. The successful tender shall pay monthly license fee for the completed month on or before 5th of next month.
b. In case if the successful tenderer fails to pay the monthly license fee as prescribed above the Licensee is liable to pay a interest at **24% per annum** on the sums which have been due and payable, not paid to the corporation.
c. The license fee shall be paid every month regularly. In case of nonpayment of license fee consecutively for three months, the agreement may be terminated by the licensor. The license fee shall start from the date of agreement OR as stipulated therein.
d. The licensee shall pay the applicable GST, applicable TCS (Tax Collection at Source) & interest on such taxes along with monthly license fee to BMTC and all other taxes payable to Government and BBMP etc.,
e. The selected bidder shall pay applicable service tax, electricity charges along with monthly license fee/quoted amount. Delay and part payment shall lead to penal interest at 24% per annum.

7. <u>Annual Escalation:</u>

There shall be annual escalation of 5% every calendar year w.e.f 1st of

January every year over the license fee of the previous year. However, in the first year the escalation in the license fee shall be limited @ 0.5% per month for every completed month up to 31st December subject to maximum of 5% and subsequently in the same manner during the extension of this License agreement, if any.

Such cases when start date falls between 1st to 15th of a month for ex: A Licensee enters into agreement on 13th of February then February will be treated as completed month for annual escalation.

Such cases when start date falls between 16st to 31th of a month for ex: A Licensee enters into agreement on 16th of February then February will not be treated as completed month for annual escalation.

8. Termination/Cancellation/Forfeiture of EMD/Security Deposit:

a. The BMTC shall have the right to rescind the contract/license at the cost and risk of the licensee in the event of breach of any of the terms and conditions of the contract (Terms and conditions of the executed agreement) and in such case the Security Deposit will be forfeited.

b. In the event of termination of license due to the successful licensee failing to complete the stipulated license period, any losses incurred by the BMTC for the balance period of the contract/ agreement period, shall be borne by the successful licensee and in case licensee fails to pay the loss incurred by the BMTC, legal proceedings shall be initiated to recover such losses incurred.

c. If the contract is terminated for the reasons what so ever, such licensee is not entitled to participate in any of the tenders of BMTC for the period of 3 years from the date of termination.

d. If the licensee discontinues the agreement for whatsoever reasons before completion of one year of the agreement period, the entire security deposit will be forfeited. The Licensor reserves the right to terminate the agreement by giving one month's notice.

e. The licensee may get the agreement terminated prematurely by issuing 3 month's advance notice to BMTC or by paying 3 month's license fee equivalent to 3 months notice after completion of one year license period for termination.

f. The Licensor shall have the right to terminate the license giving one month notice without assigning any reason thereof.

g. In the event of continuous breach the licensee even after two notices, the Corporation can terminate the license with immediate effect.

9. Prohibition Clause for Black Listed /Default Licensees / Disqualification:

I. The EMD shall also be forfeited on the following occasions, in case the bidder:-
   a. Withdraws the tender after the opening of tender during the period of tender validity.
   b. Makes false representation with regard to eligibility criteria.
   c. Fails to keep up to the commitments made in the bid.

d. Submits multiple proposals/ bids or if, common interests are found in two or more bidders, the bidders are likely to be disqualified and liable to be black listed by the Corporation, unless additional proposals/ bidders are withdrawn upon notice immediately.
e. Fails to furnish the required security deposit within the specified time limit.
f. Withdraws or amends its tender or derogated the tender in any aspect.

II. The licensees who have been black listed or terminated or a defaulter in any departments of State Governments or Government of India or in any public sector undertakings or in any corporations for any reason what so ever are not eligible for participating in the tender.

III. The licensee shall furnish a self declared certificate for not having been black listed or terminated or being a defaulter in any departments of State Governments or Government of India, public sector undertakings or in any corporate for any reason what so ever and this shall be uploaded in e-portal along with tenders.

10. The EMD of the selected bidder will be adjusted towards the SD and licensee shall remit the balance security deposit and enter into agreement within 21 days(including holidays) from the date of communication of the acceptance of the bid. The communication of acceptance of the bid shall complete on posting the acceptance by Registered Post A/D to the address furnished in the bid documents. For the purpose of computing the said 21 days the registered letter shall be deemed to be served within seven days from the date of posting. Non receipt of the letter shall not be a ground to extend the time. In case of failure to pay the security deposit it shall be deemed that the bidder has withdrawn his bid and all consequences which is liable to as per clause above shall follow with regard to forfeiture of the EMD and liable to pay damages. The EMD will not carry any interest and would be returned to the unsuccessful bidders after completion of selection procedure.

11. BMTC takes no responsibility for the delay, loss or non-receipt of any submission due to technical problems in case of e-tender.

12. The successful tenderer shall have to obtain the required GST registration certificate within one month of the agreement.

13. The successful bidder shall have to obtain the required permission from the BBMP/Municipal Authority concerned before starting the establishment.

14. In case of unauthorized use of extra space pro rate charges of 1.5 times of rate per month, shall be levied as license fee, in addition to removing the encroachment.

15. During the tenure of the agreement if it appears to the licensor that the space is required for the use of LICENSOR for its development works, the LICENSOR will issue one month’s advance notice to the LICENSEE and the LICENSEE have to vacate the allocated open space by removing its belongings.

16. The licensee shall close down his business and remove all his belongings immediately after his license is terminated or an expiry term of license.

17. The licensee shall not display or exhibit pictures, posters, statues or other articles, which are repugnant to the morale or of indecent, immoral or other improper characters. It is expressly agreed that the decision of the Licensor in this behalf shall be conclusive and binding on the Licensee and shall not be a subject matter of dispute.

18. The licensee shall not display or exhibit any advertisement or place in any part of the interior or exterior walls of the Parking Lot other than those permitted by the Licensor.

19. The licensee is not entitled to provide parking to any individual/agency/company vehicles which are operated to pick up BMTC passengers or conducting parallel transport business alike BMTC/KSRTC.

20. The licensee shall have no interest in the property of Parking lot nor shall he be deemed to have exclusive possession thereof, except the right of use of the premises during the stipulated period and the Licensee shall not be deemed to be the tenant of the Licensor.

21. The licensee shall comply with all the provisions of prevailing Contract Labour (Regulation and Abolition) Act, Workmen's Compensation Act. Provision of Hours of Employment Regulation Act, Payment of Wages Act, Factories Act, Employees PF Act, Bonus Act, Payment of Gratuity Act, Equal remuneration Act, ESI Act, Industrial Disputes Act, Employment of Children Act, MV Act and Regulation of Employment and Welfare Act or any other Act. In case of consumer Forum case the liability will rest with the licensee only.

22. The Licensee shall be responsible for payment of wages to the employees engaged by the licensee and also responsible for payment of any statutory recoveries like PF, ESI and all other applicable Tax etc.,

23. In case the premises is destroyed or damaged by natural calamity or riot or civil disturbances or war or by dept civil work so as to make it unfit for use by the Licensee, the license shall stand terminated automatically.

24. Engaging Child labour is strictly PROHIBITED.

25. It shall be the responsibility of the licensee to provide residential address and contact details if there is any change.

26. Any individual or individuals signing the application forwarding the letter or other documents connected with this tender shall specifically mention that he is so signing in individual capacity as:

a. A sole proprietor of the firm or his attorney.

Or

b. A registered active partner or its attorney. In the case of the firms registered under the Indian Partnership Act and Companies registered under the companies Act, the person signing the tender shall state the Authority under whom he is signing/acting on behalf of the Partnership Firm/Company and send the certified copy of the Partnership Deed and in case of the Memorandum of Association and Articles of Association issued by the Authorities authorizing him to act in that capacity and failure to annex the above document will entitled to the rejection of such tender. Such tenders shall be treated as invalid.

27. The licensee shall remove all his belongings from the place given to him on license immediately on revocation or termination of the license. If the licensee fails to remove all his belongings as per this clause in that event the licensor shall be entitled to remove all such belongings and auction them at the cost of the licensee and after deducting all the arrears of license fee the surplus amount shall be paid the licensee.

28. Smoking shall not be allowed in the licensed premises.

29. The BMTC does not bind itself to accept highest offer or any other offer and reserves the right to reject or all offers without assigning any reasons thereof without being answerable to the bidder in any manner of whatsoever. BMTC also reserves the right to re-notify or to select any party without Notification.

30. In the event of continuous breach the Licensee even after two notices, the Corporation can terminate the license with immediate effect.

31. The cleaning and maintenance of the licensed parking area shall be done by the licensee only. The Licensee shall maintain the parking lot and surrounding premises in clean & hygienic condition and shall confirm to the rules regulation or by laws made in this regard by the local municipal body. The waste/garbage generated at the parking premises shall be disposed as segregated dry & we waste. The waste/garbage shall be disposed through the BBMP authorized waste disposal agency only. Or the waste/garbage shall be disposed through the waste disposal agency selected by BMTC.

32. Non-payment of license fee by the Licensee for a consecutive three months, the Licensor reserves the right to terminate the contract and the security deposit held in the Corporation shall be forfeited.

33. BMTC reserves the rights to increase or decrease area on pro-rata charges per sqft.

34. Insurance

The Licensee shall ensure that the staff engaged and all belongings of the licensee are covered with necessary insurance. BMTC shall not be responsible for any of such insurance throughout the license period.

35. Indemnity:

The Licensee has to indemnify the client, against all claims, damages or compensation. The License shall comply with and adhere to all applicable laws, rules & regulations, circular, orders that are applicable in the contract. The

Licensor will not own any responsibility in this regard. The Licensee will be liable for any consequences resulting from violation of any applicable laws.

36. Dispute *Resolution*:

In case of any dispute or differences arises on the terms and conditions of the tender or contract as the case may be, the matter shall be referred to Managing Director, BMTC, whose decision shall be final and binding on both the parties.

37. Jurisdiction:

Any litigation arising out of the said contract would be restricted to the exclusive jurisdiction of Bengaluru City civil courts

38. The selected licensee shall provide suitable place to park the vehicles of PHP's.

39. The Selected License shall allow the space of 40'*10'=400 sq.ft. is to be reserved for free parking of BMTC staff vehicles (two wheelers).

40. The Licensee shall charge parking fee from the users as prescribed below for parking of vehicles at the parking area.

Type of Vehicle	**Up to 1 hr**	**After every one hour**	**Up to 12 hrs**	**Up to 12 to 24 hrs**	**Monthly pass rate**
Two wheelers	Rs.10.00	Rs.5.00	Rs.60.00	Rs.100.00	Rs.1200/-
Three Wheelers	Rs.15.00	Rs.5.00	Rs.75.00	Rs.120.00	Rs.1300/-
Four wheelers	Rs.20.00	Rs.10.00	Rs.120.00	Rs.160.00	Rs.3000/-

41. The licensee shall display the above parking tariff clear & visible to the commuters at the entrance of parking space allotted & at the fee collection counter.

42. The remaining parking space in the said premises is reserved to the building office space occupants as free car parking facility. The bidders have to inspect the actual tendered space before submission of their bids without fail.

Annexure :- The details of Place, ELF (Including & Excluding GST) & EMD are as below:

Sl.No	Name of Bus Station	Establishment	Area in Sq.Ft	ELF Economic License Fee (excluding GST)	ELF Economic License Fee (including 18% GST)	EMD in Rs.
1	Hoskote Bus Stand	Two, Three & Four Wheeler Parking Lot	3,394	23,656	27,914	70,968
2	Shantinagar CWS-01		4,994	46,687	55,091	1,40,061
3	Yeshwantpura Bus Stand		54,077	3,24,741	3,83,194	9,74,223
4	Shivajinagar Bus Stand		51,253	4,45,885	5,26,144	13,37,655
5	Bidadi Bus Stand		2454	7,987	9,425	23,961

SD/-

Chief Traffic Manager (Com)
(Tender Inviting Authority)